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**DECISION**

*D. L. Free II*  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES  
WASHINGTON, D.C. 20548**

**FILE: B-190446****DATE: March 23, 1978****MATTER OF: Michigan Electric****DIGEST:**

Where mistake in low bid was alleged prior to award and bidder's worksheets showed clear and convincing evidence of mistake made in extending unit price for one item making up bid price actually intended, and corrected bid does not displace any other bidder, GAO will not disturb administrative determination to allow correction since there is a reasonable basis therefor.

Michigan Electric has protested the decision by the Department of the Air Force to permit Sturm Craft Co. (Sturm Craft) to correct a mistake in its bid and the subsequent award of a contract under invitation for bids (IFB) No. F20603-77-B0015.

The IFB was issued on July 22, 1977, for replacing taxiway lighting power cable at Wurtsmith Air Force Base, Michigan. Three bids were received and opened on August 24, 1977. The three bids were as follows:

Sturm Craft	\$113,000.00
Michigan Electric	\$209,306.00
Franklin Electric	\$228,528.00

In accordance with Armed Services Procurement Regulation (ASPR) § 2-406.1 (1976) the Air Force, by letter dated August 29, 1977, requested that Sturm Craft verify its bid. On September 3, 1977, Sturm Craft alleged a mistake in bid and submitted original work papers to support its claim. Sturm Craft alleged that it made a mistake in multiplying the unit price for 5 k.v. cable of \$.30 by 180,000 feet. Sturm Craft claims that it erroneously entered total price of \$540.00 whereas the proper extension should have been \$54,000. On the basis of this mistake Sturm Craft asserted that its intended bid was 180,627.00.

Michigan Electric questions the Air Force's upward correction of Sturm-Craft's bid by \$67,627. Michigan Electric states that it is unable to determine how the Air Force arrived at the \$67,627 amount and contends that at bid opening agency representatives indicated that Sturm Craft would be given 24 hours to accept the award or withdraw.

The Air Force denies that any of its representatives indicated at bid opening that Sturm Craft would be given 24 hours to accept the award or withdraw. The record indicates that the Air Force, upon determining that Sturm Craft's bid was so low as to indicate a possible mistake, properly requested that Sturm Craft verify its bid or submit evidence of error. That firm responded within a reasonable period of time (within five working days) by indicating that a mistake was made and the mistake allegation was processed according to the procedures set forth at ASPR § 2-406 (1976).

Our Office has consistently held that in order to permit correction of an error in bid prior to award, a bidder must submit "clear and convincing evidence" (1) that a mistake was made, (2) the nature of the mistake, and (3) the bid price actually intended. 53 Comp. Gen. 232 (1973).

The contracting officer and the Chief of the Engineering and Construction Branch recommended that Sturm Craft be allowed to correct its mistake in bid. These recommendations were forwarded to the Air Force Logistics Command Staff Judge Advocate in accordance with Armed Services Procurement Regulation (ASPR) § 2-406.3(b)(1) (1976) who determined that Sturm Craft had presented "clear and convincing evidence" of mistake and its intended bid price.

Although our Office has retained the right of review, the authority to correct mistakes alleged after bid opening but prior to award has been delegated to the procuring agency, and the weight to be given the evidence in support of an alleged mistake is a question of fact to be considered by the administratively designated evaluator of evidence, whose decision will not be disturbed by our Office unless there is no reasonable basis for the decision. 53 Comp. Gen. 232 supra.

Sturm Craft's worksheets clearly show that it made an error of \$53,460 (\$54,000 minus \$540.00 in multiplying the unit price for cable of \$.30 by 180,000 feet).

In this connection we have been informed by the Air Force that it does not consider Sturm Craft's estimate of the amount of cable needed unreasonable compared to its estimate of 172,545 feet nor does the Air Force consider Sturm Craft's estimated cost of cable out of line with its estimate of \$46,000. Examination of Sturm Craft's worksheets indicate that its original estimate for labor, material and subcontract costs (including the error) was \$89,323 before adding 15 percent for overhead and 10 percent for profit. Allowing for the extension mistake, Sturm Craft's estimate for these costs would be \$142,738. Adding 15 percent for overhead and 10 percent for profit Sturm Craft's bid would be \$180,626.82 or \$180,627, the intended bid price and the amount of the awarded contract.

While we recognize that this mistake claim involves a large amount, \$67,627, as compared with an original bid of only \$113,000 it is significant that the nature of the error claimed was a misplaced decimal. In such instances the amount of the intended bid is readily apparent. After review of the evidence submitted to the Air Force by Sturm Craft we find no basis for questioning the Air Force's decision to permit Sturm Craft to correct its bid.

Accordingly, the protest is denied.

*R. F. Miller*  
Deputy Comptroller General  
of the United States